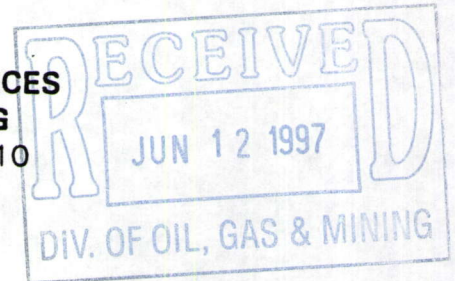


File Number M/037/006

Effective Date July 10, 1997

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940



RECLAMATION CONTRACT

---ooOoo---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.)
(Mineral Mined)

M/037/006

Uranium - Vanadium

"MINE LOCATION":
(Name of Mine)
(Description)

Rim - Columbus

Located 15 miles N-NE of Monticello

San Juan County, Utah on the east

rim of East Canyon

"DISTURBED AREA":
(Disturbed Acres)
(Legal Description)

13

(refer to Attachment "A")

"OPERATOR":
(Company or Name)
(Address)

International Uranium (USA) Corporation
Independence Plaza, Suite 950

1050 Seventeenth Street

Denver, CO 80265

(Phone)

303-628-7798

"OPERATOR'S REGISTERED AGENT":

(Name)

(Address)

CT Corporation

50 West Broadway

Salt Lake City, UT 84104

(Phone)

801-364-5101

"OPERATOR'S OFFICER(S)":

Earl E. Hoellen, President

Harold R. Roberts, Exec. Vice Pres.

Rick L. Townley, Vice Pres. - Finance

"SURETY":

(Form of Surety - Attachment B)

Surety Bond No. '

"SURETY COMPANY":

(Name, Policy or Acct. No.)

National Union Fire Insurance Company
of Pittsburg, PA

"SURETY AMOUNT":

(Escalated Dollars)

\$44,100.00

"ESCALATION YEAR":

2002

"STATE":

"DIVISION":

"BOARD":

State of Utah

Division of Oil, Gas and Mining

Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between International Uranium (USA) the "Operator" and the Utah State Board of Oil, Gas and Mining ("Board"). Corp.

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/037/006 which has been approved by the Utah State Division of Oil, Gas and Mining "Division" under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Board, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Board and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the original Notice of Intention dated 10/19/76, and the original Reclamation Plan dated 10/19/76. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Board. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Board in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Board. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as

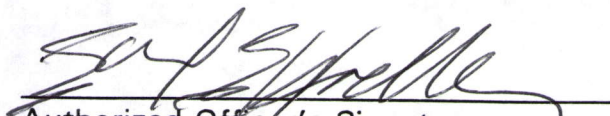
amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the (Board) that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The (Board) shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Board to substitute surety. The Board, in its sole judgment and discretion, may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.

14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

International Uranium (USA) Corporation
Operator Name


By: Earl E. Hoellen, President
Authorized Officer (Typed or Printed)


Authorized Officer's Signature

6-10-97
Date

SO AGREED this 10 day of July, 19 97

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

BY 
Dave D. Lauriski, Chairman
Utah State Board of Oil, Gas and Mining

DIVISION OF OIL, GAS AND MINING:

By

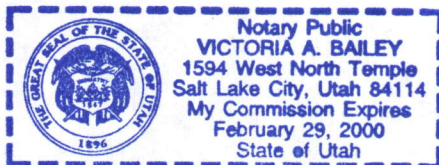
James W. Carter, Director

Date

July 10, 1997

STATE OF UTAH)
COUNTY OF SALT LAKE) ss:

On the 10th day of July, 19 97, personally appeared before me, who being duly sworn did say that he/~~she~~, the said James W. Carter is the Director of the Division of Oil, Gas and Mining, Department of Natural Resources, State of Utah, and he/~~she~~ duly acknowledged to me that he/~~she~~ executed the foregoing document by authority of law on behalf of the State of Utah.



Victoria A. Bailey
Notary Public

Residing at: SALT LAKE CITY, UT

February 29, 2000
My Commission Expires:

OPERATOR:

International Uranium (USA) Corporation
Operator Name

By Earl E. Hoellen, President
Corporate Officer - Position

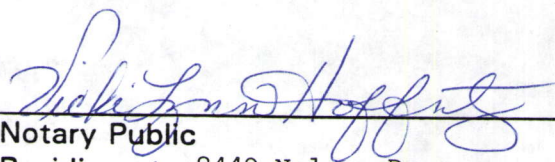
6-10-97
Date


Signature

STATE OF Colorado)
City &) ss:
COUNTY OF Denver)

On the 10th day of June, 1997, personally
appeared before me Earl E. Hoellen who
being by me duly sworn did say that he/she, the said Earl E. Hoellen
is the President of International Uranium (USA) Corporation
and duly acknowledged that said instrument was signed on behalf of said company
by authority of its bylaws or a resolution of its board of directors and said
Earl E. Hoellen duly acknowledged to me that said
company executed the same.




Notary Public
Residing at: 8449 Nelson Dr.
Arvada CO 80005

My Commission Expires Aug. 12, 1998

My Commission Expires: _____

ATTACHMENT A

Mine: Rim-Columbus Mines

Permit No.: M/037/006

Location: San Juan county, Utah

Operator: International Uranium (USA) Corporation

Location:

Located in Portions of:

T 31 S, R 25 E, SLBM:

NW 1/4, NW 1/4 Sec 29

NE 1/4, NE 1/4, & NW 1/4, NE 1/4, Sec 30

SE 1/4, SE 1/4, Sec 19

SW 1/4, SW 1/4, Sec 20



R24E
R25E

HUBBARD
PORTAGE

COLUMBUS
MINE

VENT
HOLE

M/037/006
RM-COLUMBUS MINE

SOP CANYON QUAD

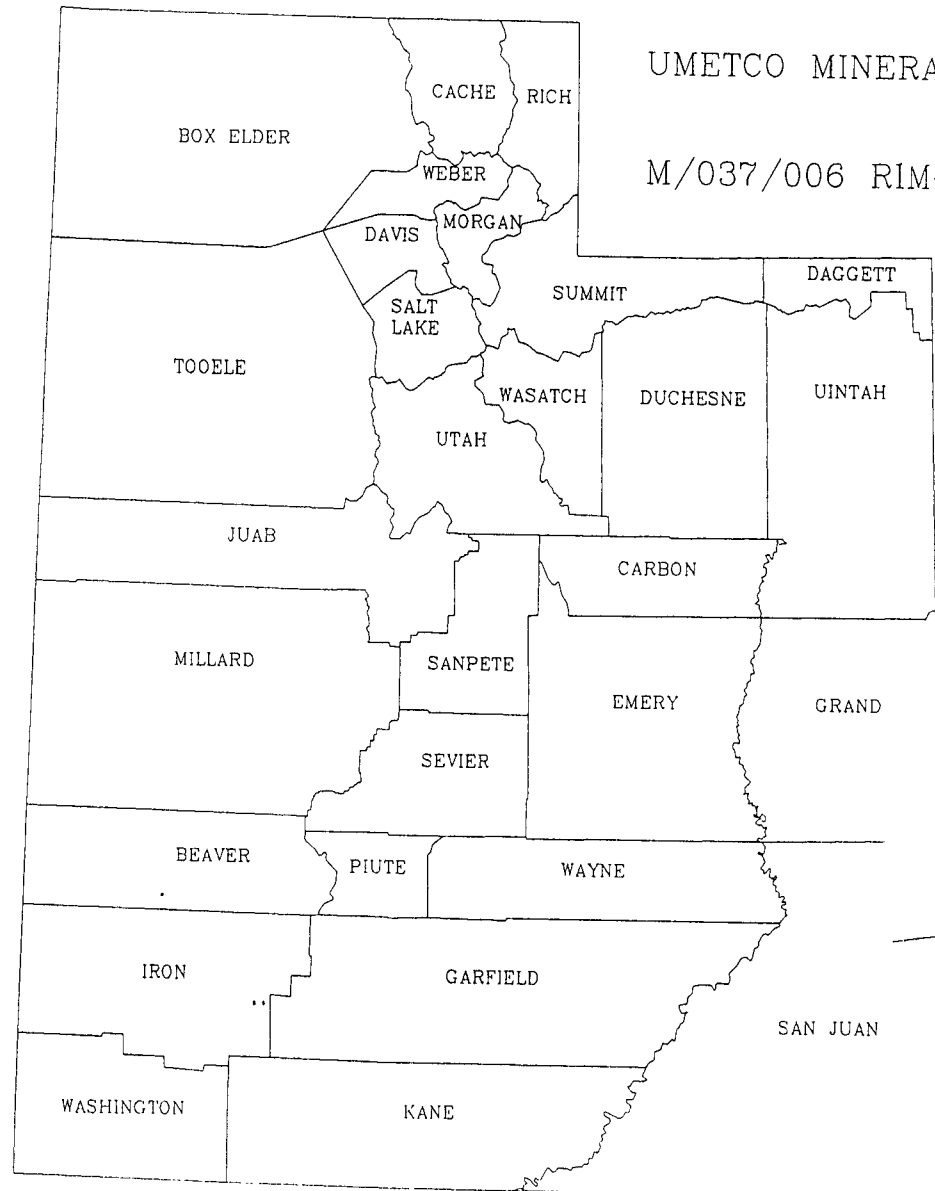
Canyon

TBIS

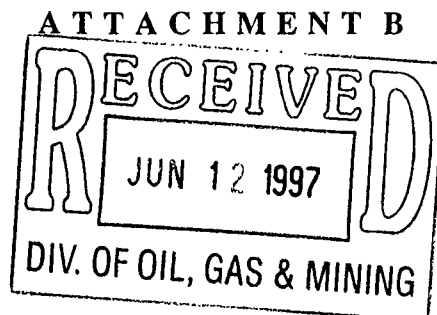
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UMETCO MINERALS CORPORATION

M/037/006 RIM-COLUMBUS



RIM-COLUMBUS



(June 10, 1996)

Bond Number _____
Permit Number M/037/006
Mine Name Rim/Columbus Mine

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas and Mining
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
Telephone: (801) 538-5291
Fax: (801) 359-3940

THE MINED LAND RECLAMATION ACT

SURETY BOND

The undersigned International Uranium (USA) Corporation as Principal,
and National Union Fire Insurance Company as Surety, hereby jointly and severally
of Pittsburgh, Pa.
bind ourselves, our heirs, administrators, executors, successors and assigns unto the State of Utah,
Division of Oil, Gas and Mining, and the USDI Bureau of Land Management,
in the penal sum of Forty-Four Thousand One Hundred dollars
(\$ 44,100.00).

Principal has estimated in the Mining and Reclamation Plan approved by the Division of
Oil, Gas and Mining on the 28 day of September, 1983, that 13 acres of land
will be disturbed by this mining operation in the State of Utah.

A description of the disturbed land is attached as "Attachment A" to
the Reclamation Contract of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal has
satisfactorily reclaimed the disturbed lands in accordance with the approved Mining and Reclamation
Plan and has faithfully performed all requirements of the Mined Land Reclamation Act, and
complied with the Rules and Regulations adopted in accordance therewith, then this obligation shall
be void; otherwise it shall remain in full force and effect.

If the Mining and Reclamation Plan provides for periodic partial reclamation of the
disturbed lands, and if the lands are reclaimed in accordance with such Plan, Act and regulations,
then Principal may apply for a reduction in the amount of this Surety Bond.

In the converse, if the Mining and Reclamation Plan provides for a gradual increase in the area disturbed or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety.

This bond may be canceled by the Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

International Uranium (USA) Corporation
Principal (Permittee)

May 1, 1997
Date

Earl E. Hoellen

By (Name typed):

President

Title

Signature

Surety Company

National Union Fire Insurance Company
of Pittsburgh, Pa.

Company Officer

May 1, 1997
Date

Ava M. Schaefer, Attorney-In-Fact

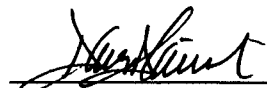
Title/Position

Signature

Page 3
MR-6
Joint Agency Surety Bond
Attachment B

Bond Number _____
Permit Number M/0377006
Mine Name Rim/Columbus Mine

SO AGREED this 22nd day of October, 1997.



Dave D. Lauriski, Chairman
Board of Oil, Gas and Mining

*NOTE: Where one signs by virtue of Power of Attorney for a Surety Company, such Power of Attorney must be filed with this bond. If the Principal is a corporation, the bond shall be executed by its duly authorized officer.

Bond Number _____
Permit Number M/037/006
Mine Name Rim/Columbus Mine

SO AGREED this 10 day of July, 19 97.



Dave D. Lauriski, Chairman
Board of Oil, Gas and Mining

***NOTE:** Where one signs by virtue of Power of Attorney for a Surety Company, such Power of Attorney must be filed with this bond. If the Principal is a corporation, the bond shall be executed by its duly authorized officer.

AFFIDAVIT OF QUALIFICATION

On the 1st day of May, 1997, personally appeared before me Ava M. Schaefer who being by me duly sworn did say that he/she, the said Ava M. Schaefer is the Attorney-In-Fact of National Union Fire Insurance Company of Pittsburgh, Pa. and duly acknowledged that said instrument was signed on behalf of said company by authority of its bylaws or a resolution of its board of directors and said Ava M. Schaefer duly acknowledged to me that said company executed the same, and that he/she is duly authorized to execute and deliver the foregoing obligations; that said Surety is authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertaking and obligations.

Signed: Ava M. Schaefer
Surety Officer

Title: Attorney-In-Fact

STATE OF Kentucky)
COUNTY OF Fayette) ss:

Subscribed and sworn to before me this 1st day of May, 1997.

Debbie Baez
Notary Public

Residing at: Lexington, Kentucky

My Commission Expires:

August 24, 1999.

American Home Assurance Company
National Union Fire Insurance Company of Pittsburgh, Pa.
Principal Bond Office: 70 Pine Street, New York, N.Y. 10270

POWER OF ATTORNEY

No. 2

KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, Pa., a Pennsylvania corporation, does each hereby appoint

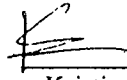
—James H. Godfrey Jr., Phillip S. McCrorie, Ava M. Schaefer: of Lexington, Kentucky—

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. have each executed these presents

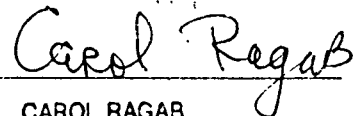
this 20th day of May, 1996.




Kristian P. Moor, President
National Union Fire Insurance Company of Pittsburgh, PA.
Executive Vice President
American Home Assurance Company

STATE OF NEW YORK }
COUNTY OF NEW YORK }ss.

On this 20th day of May, 1996, before me came the above-named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office


CAROL RAGAB
Notary Public, State of New York
No. 01RA5052011
Qualified in Kings County
Commission Expires Nov 13, 1997

CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

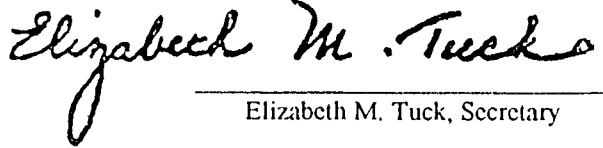
"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Elizabeth M. Tuck, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, Pa. do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation



this 1st day of May, 1997.

Elizabeth M. Tuck, Secretary

SURETY ESTIMATE UPDATE

International Uranium (USA) Corporation

Rim-Columbus Mines M/037/006 San Juan County

file m37-06up.wb2

Prepared by Utah Division of Oil, Gas & Mining

last revision

01/06/97

DESCRIPTION:

- This update is for a transfer from Umetco Minerals Corp. to International Uranium (USA) Cor
- Energy Fuels Nuclear will soon become International Uranium Corporation
- 1988 base amount taken from the July 1988 estimate prepared by the Division
- There has been no mining activity at the site since 1984
- Underground mine workings were dewatered until 1993
- Permit transferred from Atlas Minerals Corp. to Umetco Minerals Corp. in 1989
- Surety was replaced by Umetco Minerals Corp. in 1994 due to a change in surety company
- Land ownership for the mine sites is BLM
- Escalation factors through 1995 are actual Means Historical Cost Indices
- Original permit area is approximately 17 acres; current disturbance is approximately 13 acres
- Total disturbed area from the 1994 estimate update = 13 ACRES

CALCULATIONS

	YR	ESCAL FACTOR	BOND AMOUNT
	1987	0.0195	\$0
BASE AMOUNT & YEAR	1988	0.0181	\$32,200
	1989	0.0177	\$32,770
	1990	0.0077	\$33,022
$F = P(1 + i)^{**n}$	1991	0.0127	\$33,442
F = Future Sum	1992	0.0221	\$34,181
P = Present Sum	1993	0.0261	\$35,073
i = Escalation Factor	1994	0.0321	\$36,199
n = number of periods	1995	0.0193	\$36,897
	1996	0.0258	\$37,849
	1997	0.0258	\$38,826
Three Yr Average = 2.58%	1998	0.0258	\$39,827
Used to Project 5 Yrs	1999	0.0258	\$40,855
Into the Future	2000	0.0258	\$41,909
From the Year 1997	2001	0.0258	\$42,990
	2002	0.0258	\$44,099

Updated Surety Amount Rounded (2002 \$) **\$44,100**

** Average cost per acre = 3,392 (\$/ACRE)

NOTE: Previous Division estimate was \$36,100 (1993 \$)